

SUPPLEMENTAL LEASE AGREEMENT

No. 24

May 30, 2007

TO LEASE NUMBER

GS-11B-70255

ADDRESS OF PREMISES

Peace Corps Headquarters Bldg.
1111 20th Street, NW
Washington, DC 20036

THIS AGREEMENT, made and entered into this date by and between VANGUARD BUILDING L.P.

whose address is: c/o Axent Realty Group
7811 Montrose Road, Suite 500
Potomac, MD 20854

Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to provide for the Government's exercise of the renewal option provided in the Lease and certain other related provisions.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon execution by the Government, as follows:

This Supplemental Agreement is provided to memorialize the terms of the Government's renewal of the Lease.

1. In accordance with Paragraph 5 of the SF-2 of this Lease, as amended, the Government hereby exercises the option to renew the Lease for a ten (10) year term, extending the expiration date of this Lease from May 31, 2008 to May 31, 2018.
2. In accordance with Paragraph 5 of the SF-2, as amended, the annual rent for the renewal term commencing June 1, 2008, shall be \$4,421,878.34, plus accrued operating cost adjustments from the base lease term. Accordingly, the total annual rent and the amount to be paid monthly in arrears for the renewal term will be confirmed after calculation of the June 2007 operating cost escalation under the Lease. Additionally, the annual rent during the renewal term shall continue to be subject to further adjustment for increases in real estate taxes and operating costs in accordance with the terms of SFO No. 96-017 Sections 3.3 and 3.5 thereof, using the same bases as have been established under this Lease.
3. The Lessor hereby acknowledges and agrees that repainting and replacement of carpet are to be provided, at Lessor's expense, during the renewal term pursuant to the terms of the Lease, as amended. (See Lease, SFO No. 96-017, Addendum #1, Sections 5.3 and 5.12).
4. The Government shall have the right and option to terminate this Lease at anytime after November 30, 2012, provided the Lessor receives written notice of termination and any lump sum payments as referenced in Paragraph 5 below at least 365 days prior to the effective date of such termination.
5. The Lessor agrees to provide the Government, if requested, a tenant improvement allowance (at the Government's expense as provided below), in an amount of up to \$40.00 per rentable square foot of the leased premises. The total amount of such tenant improvements shall be amortized over the ten (10) year (120 month) renewal term, or the remaining number of months of the renewal term after substantial completion of the applicable tenant improvements, whichever is less, at an interest rate equal to the Lessor's cost of such funds (including but not limited to interest costs, lender fees, legal costs, and closing costs and expenses), which amount is to be added to the monthly rent until paid in full by the Government. If the Government pursuant to Paragraph 4 above terminates the Lease before the end of the ten (10) year renewal term, the unamortized amount is to be paid by the Government to the Lessor in a one-time lump sum payment on or before the date that the written notice to terminate is received by the Lessor. (This amount shall include any unamortized Lessor costs of funds incurred, as well as the unamortized principal amount.) A design and construction schedule for the tenant improvements, as well as the amount to be amortized therefore, is to be mutually agreed to by the parties in a Supplemental Lease Agreement.

All other terms and conditions of the lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR: VANGUARD BUILDING L.P.

BY

(b) (6)

(Name) Richard S. Cohen

(Title)

IN PRESENCE OF

(b) (6)

7811 Montrose Rd., Suite 500
Potomac, MD 20854
(Address)

UNITED STATES OF AMERICA

BY

(b) (6)

(Signature)

Kevin M. Terry

CONTRACTING OFFICER, GSA, NCR,PBS, WPQ

(Official Title)

CURRENT LEASE INFORMATION

Lease Number	Effective Date	Expiration Date	City/State	Total Existing RSF	Current Annual Rent	Fully Serviced	ACO Delegated
LDC70255	6/1/1998	5/31/2008	WASHINGTON, DC	161,725	\$4,909,898.36	Yes	No

SPACE INFORMATION

Agency Name	AB Code	CBR #	OA #	New OA #	STAR Existing RSF	New RSF	Diff. in RSF
PEACE CORP, Executive Office of the President	1113	DC0053976	ADC00306	ADC00306	161,725	161,725	0
Total					161,725	161,725	

FREE RENT INFORMATION

Total Amount of Free Rent	First Date of Free Rent	Last Date of Free Rent

PROJECT INFORMATION

Project Number	Action	Extension
6DC0136		
Estimated Lease Contract Award Date	Effective Date of this Action	
1/1/2008	6/1/2008	
Estimated New Annual Rent	Current Annual Rent	
\$4,421,878.34	\$4,909,898.36	
Broker Commission Amt Credited to Rent	Total RSF	
	161,725	
Fully Serviced (Yes/No)	Annual Amount of GSA Funded Services	
Yes		
SF 2 (Yes/No)	If No SF 2, provide SLA Number	
No	24	
Prospectus Action (Yes/No)	Prospectus Number	
No		
Stepped Rent (Yes/No)	New Lease Number	
No		

Remarks

Per SLA No. 24 please process a pre-validation of funds for 10 year renewal option beginning June 1, 2008.

IA/NOA INFORMATION:

Does this action cause an expansion to the leased inventory?	No	New Total RSF in Leased Inventory	161,725
Is this a move from Federal Space?		If Yes, RSF of Federal Space to be released?	
Is this a forced relocation due to Repair and Alteration/Health and Safety Issues?		Existing RSF Occupied	
Realty Assistant/Specialist	Rosemary H. Abbasi		
Signature:		Date:	6/11/2008

I hereby certify that funds are available for this action contingent upon availability of funding for 2008. For all future actions, this pre-validation must be recertified in the appropriate fiscal year. Please resubmit this recertification of funds, if the lease effective date or annual rent changes.

Budget Analyst

Signature:	(b) (6)	Date:	6/13/2008
Signature (NCR)		Date:	

FOR BUDGET BRANCH USE ONLY

NOA RSF	161,725
IA RSF	0
If Not Fully Serviced	
Date of Conversion from BA53 to BA61	
BA53 Funding Amount	
Budget Pre-validation Number	POTO08-257
Lump Sum Amount	\$0.00
Fiscal Year	
NOA Portion (\$)	\$1,558,714.90
IA Portion (\$)	\$0.00

Is Data Consistent With Star?	No	The project information needs to be updated to reflect SLA #24
Has Galaxy Been Updated?	No	

This certifies that funding is available to process the Renewal for the period of 6/1/08 thru 5/31/18 per SLA #24. The new annual rent reflected in SLA #34 shall be \$4,421,878.34 plus accrued escalations over the base lease term. The accrued escalations as of June 2007 is in the amount of \$254,266.33. The new annual will be \$4,676,144.67 (renewal \$4,421,878.34 + accrued escalations \$254,266.33). COF: POTO-08-257

Remarks